

B 27 (Official Form 27) (12/13)

UNITED STATES BANKRUPTCY COURT

Middle District of Florida

Danny Goodman Jr.

In re _____,
Debtor

Case No. 15-01852

Chapter 7

REAFFIRMATION AGREEMENT COVER SHEET

This form must be completed in its entirety and filed, with the reaffirmation agreement attached, within the time set under Rule 4008. It may be filed by any party to the reaffirmation agreement.

1. Creditor's Name: CSC Logic
2. Amount of the debt subject to this reaffirmation agreement:
\$ 30,354.92 on the date of bankruptcy \$ 30,354.92 to be paid under reaffirmation agreement
3. Annual percentage rate of interest: 2.90 % prior to bankruptcy
2.90 % under reaffirmation agreement (☒ Fixed Rate ☐ Adjustable Rate)
4. Repayment terms (if fixed rate): \$ 483.71 per month for 68 months
5. Collateral, if any, securing the debt: Current market value: \$ 28,627.00
Description: 2013 Chevrolet Traverse
6. Does the creditor assert that the debt is nondischargeable? ☐ Yes ☒ No
(If yes, attach a declaration setting forth the nature of the debt and basis for the contention that the debt is nondischargeable.)

Debtor's Schedule I and J Entries

- 7A. Total monthly income from \$ _____
Schedule I, line 12
- 8A. Total monthly expenses \$ _____
from Schedule J, line 22
- 9A. Total monthly payments on \$ _____
reaffirmed debts not listed on
Schedule J

Debtor's Income and Expenses
as Stated on Reaffirmation Agreement

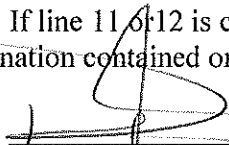
- 7B. Monthly income from all \$ _____
sources after payroll deductions
- 8B. Monthly expenses \$ _____
- 9B. Total monthly payments on \$ _____
reaffirmed debts not included in
monthly expenses
- 10B. Net monthly income \$ _____
(Subtract sum of lines 8B and 9B from
line 7B. If total is less than zero, put the
number in brackets.)

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11. Explain with specificity any difference between the income amounts (7A and 7B):
12. Explain with specificity any difference between the expense amounts (8A and 8B):

If line 11 or 12 is completed, the undersigned debtor, and joint debtor if applicable, certifies that any explanation contained on those lines is true and correct.


Signature of Debtor (only required if
line 11 or 12 is completed)

Signature of Joint Debtor (if applicable, and only
required if line 11 or 12 is completed)

Other Information

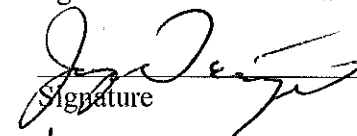
☐ Check this box if the total on line 10B is less than zero. If that number is less than zero, a presumption of undue hardship arises (unless the creditor is a credit union) and you must explain with specificity the sources of funds available to the Debtor to make the monthly payments on the reaffirmed debt:

Was debtor represented by counsel during the course of negotiating this reaffirmation agreement?
 ____ Yes ____ No

If debtor was represented by counsel during the course of negotiating this reaffirmation agreement, has counsel executed a certification (affidavit or declaration) in support of the reaffirmation agreement?
 ____ Yes ____ No

FILER'S CERTIFICATION

I hereby certify that the attached agreement is a true and correct copy of the reaffirmation agreement between the parties identified on this Reaffirmation Agreement Cover Sheet.


Signature
 Jorge Dominguez, Bankruptcy Specialist
 Print/Type Name & Signer's Relation to Case

B240A (Form B240A) (04/10)

Check one.

☐

Presumption of Undue Hardship

☐

No Presumption of Undue Hardship

See Debtor's Statement in Support of Reaffirmation,
Part II below, to determine which box to check.

UNITED STATES BANKRUPTCY COURT

Middle District of Florida

In re Danny Goodman Jr.,
*Debtor*Case No. 15-01852Chapter 7

REAFFIRMATION DOCUMENTS

Name of Creditor: CSC Logic☐

Check this box if Creditor is a Credit Union

PART I. REAFFIRMATION AGREEMENT

Reaffirming a debt is a serious financial decision. Before entering into this Reaffirmation Agreement, you must review the important disclosures, instructions, and definitions found in Part V of this form.

A. Brief description of the original agreement being reaffirmed: Auto Loan
*For example, auto loan*B. **AMOUNT REAFFIRMED:** \$ 30,354.92

The Amount Reaffirmed is the entire amount that you are agreeing to pay. This may include unpaid principal, interest, and fees and costs (if any) arising on or before 03/18/2015, which is the date of the Disclosure Statement portion of this form (Part V).

See the definition of "Amount Reaffirmed" in Part V, Section C below.

C. The **ANNUAL PERCENTAGE RATE** applicable to the Amount Reaffirmed is 2.90 %.

See definition of "Annual Percentage Rate" in Part V, Section C below.

This is a (check one) ☒ Fixed rate☐

Variable rate

If the loan has a variable rate, the future interest rate may increase or decrease from the Annual Percentage Rate disclosed here.

D. Reaffirmation Agreement Repayment Terms (*check and complete one*):

☒ \$ 483.71 per month for 68 months starting on 03/22/2015.

☐ Describe repayment terms, including whether future payment amount(s) may be different from the initial payment amount.

E. Describe the collateral, if any, securing the debt:

Description:	<u>2013 Chevrolet Traverse</u>
Current Market Value	\$ <u>28,627.00</u>

F. Did the debt that is being reaffirmed arise from the purchase of the collateral described above?

☒ Yes. What was the purchase price for the collateral? \$ 33,144.15

☐ No. What was the amount of the original loan? \$ _____

G. Specify the changes made by this Reaffirmation Agreement to the most recent credit terms on the reaffirmed debt and any related agreement:

	Terms as of the Date of Bankruptcy	Terms After Reaffirmation
Balance due (<i>including fees and costs</i>)	\$ <u>30,354.92</u>	\$ <u>30,354.92</u>
Annual Percentage Rate	<u>2.900</u> %	<u>2.90</u> %
Monthly Payment	\$ <u>483.71</u>	\$ <u>483.71</u>

H. ☐ Check this box if the creditor is agreeing to provide you with additional future credit in connection with this Reaffirmation Agreement. Describe the credit limit, the Annual Percentage Rate that applies to future credit and any other terms on future purchases and advances using such credit:

PART II. DEBTOR'S STATEMENT IN SUPPORT OF REAFFIRMATION AGREEMENT

A. Were you represented by an attorney during the course of negotiating this agreement?

Check one. ☐ Yes ☐ No

B. Is the creditor a credit union?

Check one. ☐ Yes ☐ No

C. If your answer to EITHER question A. or B. above is "No," complete 1. and 2. below.

1. Your present monthly income and expenses are:

- a. Monthly income from all sources after payroll deductions
(take-home pay plus any other income) \$ _____
- b. Monthly expenses (including all reaffirmed debts except
this one) \$ _____
- c. Amount available to pay this reaffirmed debt (subtract b. from a.) \$ _____
- d. Amount of monthly payment required for this reaffirmed debt \$ _____

If the monthly payment on this reaffirmed debt (line d.) is greater than the amount you have available to pay this reaffirmed debt (line c.), you must check the box at the top of page one that says "Presumption of Undue Hardship." Otherwise, you must check the box at the top of page one that says "No Presumption of Undue Hardship."

2. You believe that this reaffirmation agreement will not impose an undue hardship on you or your dependents because:

Check one of the two statements below, if applicable:

- ☐ You can afford to make the payments on the reaffirmed debt because your monthly income is greater than your monthly expenses even after you include in your expenses the monthly payments on all debts you are reaffirming, including this one.
- ☐ You can afford to make the payments on the reaffirmed debt even though your monthly income is less than your monthly expenses after you include in your expenses the monthly payments on all debts you are reaffirming, including this one, because:

Use an additional page if needed for a full explanation.

D. If your answers to BOTH questions A. and B. above were "Yes," check the following statement, if applicable:

- ☐ You believe this Reaffirmation Agreement is in your financial interest and you can afford to make the payments on the reaffirmed debt.

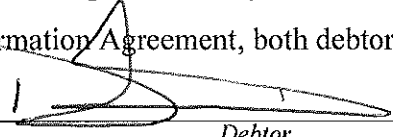
Also, check the box at the top of page one that says "No Presumption of Undue Hardship."

PART III. CERTIFICATION BY DEBTOR(S) AND SIGNATURES OF PARTIES

I hereby certify that:

- (1) I agree to reaffirm the debt described above.
- (2) Before signing this Reaffirmation Agreement, I read the terms disclosed in this Reaffirmation Agreement (Part I) and the Disclosure Statement, Instructions and Definitions included in Part V below;
- (3) The Debtor's Statement in Support of Reaffirmation Agreement (Part II above) is true and complete;
- (4) I am entering into this agreement voluntarily and am fully informed of my rights and responsibilities; and
- (5) I have received a copy of this completed and signed Reaffirmation Documents form.


SIGNATURE(S) (If this is a joint Reaffirmation Agreement, both debtors must sign.):

Date 4/8/15 Signature 
 Debtor

Date _____ Signature _____
 Joint Debtor, if any

Reaffirmation Agreement Terms Accepted by Creditor:

Creditor CSC Logic P.O. Box 1518 Coppell, TX 75019
 Print Name Address

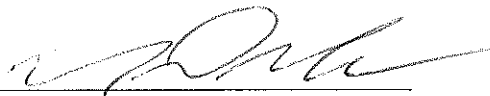
Jorge Dominguez  03/18/2015
 Print Name of Representative Signature Date

PART IV. CERTIFICATION BY DEBTOR'S ATTORNEY (IF ANY)*To be filed only if the attorney represented the debtor during the course of negotiating this agreement.*

I hereby certify that: (1) this agreement represents a fully informed and voluntary agreement by the debtor; (2) this agreement does not impose an undue hardship on the debtor or any dependent of the debtor; and (3) I have fully advised the debtor of the legal effect and consequences of this agreement and any default under this agreement.

☐ A presumption of undue hardship has been established with respect to this agreement. In my opinion, however, the debtor is able to make the required payment.

Check box, if the presumption of undue hardship box is checked on page 1 and the creditor is not a Credit Union.

Date 4/4/15 Signature of Debtor's Attorney 
 Print Name of Debtor's Attorney Michael A. Nardella

PART V. DISCLOSURE STATEMENT AND INSTRUCTIONS TO DEBTOR(S)

Before agreeing to reaffirm a debt, review the terms disclosed in the Reaffirmation Agreement (Part I above) and these additional important disclosures and instructions.

Reaffirming a debt is a serious financial decision. The law requires you to take certain steps to make sure the decision is in your best interest. If these steps, which are detailed in the Instructions provided in Part V, Section B below, are not completed, the Reaffirmation Agreement is not effective, even though you have signed it.

A. DISCLOSURE STATEMENT

1. **What are your obligations if you reaffirm a debt?** A reaffirmed debt remains your personal legal obligation to pay. Your reaffirmed debt is not discharged in your bankruptcy case. That means that if you default on your reaffirmed debt after your bankruptcy case is over, your creditor may be able to take your property or your wages. Your obligations will be determined by the Reaffirmation Agreement, which may have changed the terms of the original agreement. If you are reaffirming an open end credit agreement, that agreement or applicable law may permit the creditor to change the terms of that agreement in the future under certain conditions.
2. **Are you required to enter into a reaffirmation agreement by any law?** No, you are not required to reaffirm a debt by any law. Only agree to reaffirm a debt if it is in your best interest. Be sure you can afford the payments that you agree to make.
3. **What if your creditor has a security interest or lien?** Your bankruptcy discharge does not eliminate any lien on your property. A "lien" is often referred to as a security interest, deed of trust, mortgage, or security deed. The property subject to a lien is often referred to as collateral. Even if you do not reaffirm and your personal liability on the debt is discharged, your creditor may still have a right under the lien to take the collateral if you do not pay or default on the debt. If the collateral is personal property that is exempt or that the trustee has abandoned, you may be able to redeem the item rather than reaffirm the debt. To redeem, you make a single payment to the creditor equal to the current value of the collateral, as the parties agree or the court determines.
4. **How soon do you need to enter into and file a reaffirmation agreement?** If you decide to enter into a reaffirmation agreement, you must do so before you receive your discharge. After you have entered into a reaffirmation agreement and all parts of this form that require a signature have been signed, either you or the creditor should file it as soon as possible. The signed agreement must be filed with the court no later than 60 days after the first date set for the meeting of creditors, so that the court will have time to schedule a hearing to approve the agreement if approval is required. However, the court may extend the time for filing, even after the 60-day period has ended.
5. **Can you cancel the agreement?** You may rescind (cancel) your Reaffirmation Agreement at any time before the bankruptcy court enters your discharge, or during the 60-day period that begins on the date your Reaffirmation Agreement is filed with the court, whichever occurs later. To rescind (cancel) your Reaffirmation Agreement, you must notify the creditor that your Reaffirmation Agreement is rescinded (or canceled). Remember that you can rescind the agreement, even if the court approves it, as long as you rescind within the time allowed.

6. When will this Reaffirmation Agreement be effective?

a. If you *were* represented by an attorney during the negotiation of your Reaffirmation Agreement and

- i. **if the creditor is not a Credit Union**, your Reaffirmation Agreement becomes effective when it is filed with the court unless the reaffirmation is presumed to be an undue hardship. If the Reaffirmation Agreement is presumed to be an undue hardship, the court must review it and may set a hearing to determine whether you have rebutted the presumption of undue hardship.
- ii. **if the creditor is a Credit Union**, your Reaffirmation Agreement becomes effective when it is filed with the court.

b. If you *were not* represented by an attorney during the negotiation of your Reaffirmation Agreement, the Reaffirmation Agreement will not be effective unless the court approves it. To have the court approve your agreement, you must file a motion. See Instruction 5, below. The court will notify you and the creditor of the hearing on your Reaffirmation Agreement. You must attend this hearing, at which time the judge will review your Reaffirmation Agreement. If the judge decides that the Reaffirmation Agreement is in your best interest, the agreement will be approved and will become effective. However, if your Reaffirmation Agreement is for a consumer debt secured by a mortgage, deed of trust, security deed, or other lien on your real property, like your home, you do not need to file a motion or get court approval of your Reaffirmation Agreement.

- 7. What if you have questions about what a creditor can do?** If you have questions about reaffirming a debt or what the law requires, consult with the attorney who helped you negotiate this agreement. If you do not have an attorney helping you, you may ask the judge to explain the effect of this agreement to you at the hearing to approve the Reaffirmation Agreement. When this disclosure refers to what a creditor “may” do, it is not giving any creditor permission to do anything. The word “may” is used to tell you what might occur if the law permits the creditor to take the action.

B. INSTRUCTIONS

1. Review these Disclosures and carefully consider your decision to reaffirm. If you want to reaffirm, review and complete the information contained in the Reaffirmation Agreement (Part I above). If your case is a joint case, both spouses must sign the agreement if both are reaffirming the debt.
2. Complete the Debtor’s Statement in Support of Reaffirmation Agreement (Part II above). Be sure that you can afford to make the payments that you are agreeing to make and that you have received a copy of the Disclosure Statement and a completed and signed Reaffirmation Agreement.
3. If you were represented by an attorney during the negotiation of your Reaffirmation Agreement, your attorney must sign and date the Certification By Debtor’s Attorney (Part IV above).
4. You or your creditor must file with the court the original of this Reaffirmation Documents packet and a completed Reaffirmation Agreement Cover Sheet (Official Bankruptcy Form 27).
5. *If you are not represented by an attorney, you must also complete and file with the court a separate document entitled “Motion for Court Approval of Reaffirmation Agreement” unless your Reaffirmation Agreement is for a consumer debt secured by a lien on your real property, such as your home. You can use Form B240B to do this.*

C. DEFINITIONS

1. **"Amount Reaffirmed"** means the total amount of debt that you are agreeing to pay (reaffirm) by entering into this agreement. The total amount of debt includes any unpaid fees and costs that you are agreeing to pay that arose on or before the date of disclosure, which is the date specified in the Reaffirmation Agreement (Part I, Section B above). Your credit agreement may obligate you to pay additional amounts that arise after the date of this disclosure. You should consult your credit agreement to determine whether you are obligated to pay additional amounts that may arise after the date of this disclosure.
2. **"Annual Percentage Rate"** means the interest rate on a loan expressed under the rules required by federal law. The annual percentage rate (as opposed to the "stated interest rate") tells you the full cost of your credit including many of the creditor's fees and charges. You will find the annual percentage rate for your original agreement on the disclosure statement that was given to you when the loan papers were signed or on the monthly statements sent to you for an open end credit account such as a credit card.
3. **"Credit Union"** means a financial institution as defined in 12 U.S.C. § 461(b)(1)(A)(iv). It is owned and controlled by and provides financial services to its members and typically uses words like "Credit Union" or initials like "C.U." or "F.C.U." in its name.

ORIGINAL LITERATURE

OTHER IMPORTANT AGREEMENTS

FINANCE CHARGE AND PAYMENTS

1. How we will apply Finance Charge. We will treat any Finance Charge as a fee earned on the date of this contract. We will apply the Finance Charge on a daily basis at the base rate on the unpaid part of your Principal Balance. Your Principal Balance is the sum of the Amount Financed and the Finance Charge, if any.
2. How we will apply payments. We may apply each payment to the interest and unpaid part of the Finance Charge, to the unpaid part of your Principal Balance and to the amount you owe under this contract in any order we choose.
3. How late payments or early payments change what you must pay. In total the Finance Charge, Total Payments, and Total Sales Price or Total Cash Price will be more if you pay late and less if you pay early. Changes may take the form of a larger or smaller late payment, or an option, more or less payment of the same amount as your scheduled payment with a smaller late payment. We will send you a notice telling you about these changes before the first scheduled payment is due.
4. You may prepay. You may prepay all or part of your Principal Balance at any time. If the contract is paid in full within six months after the date you sign it, we may impose an acquisition charge, not exceeding 1%, for services performed on your behalf for processing the contract. If you prepay, you must pay the interest and unpaid part of the Finance Charge and all other amounts due up to the date of your payment.
5. You may ask for a payment extension. You may ask for a deferral of the scheduled due date of all or any part of a payment extension. If we agree to your request, we may charge you a 1-5% extension fee. We must maintain the physical damage insurance required by this contract until before your extension. If you do not have the insurance, we may buy it and charge you for it as this contract says. You may extend the term of any additional insurance you bought with this contract to cover the extension. If the insurance company or your insurance contract permits it, you may pay the charge for extending the insurance. If you get a payment extension, you will pay additional finance charges at the time this on the amount extended during the extension. We will also pay any additional insurance charge, including the late extension, and the 1-5% extension fee we charge you for it.

YOUR OTHER PROMISES TO US

1. If the vehicle is damaged, destroyed, or missing. You agree to pay us all you own under this contract even if the vehicle is damaged, destroyed, or missing.
2. Using the vehicle. You agree not to remove the vehicle from the U.S. or Canada, or to sell, rent, lease, or transfer any interest in the vehicle or this contract without our written permission. You agree not to expose the vehicle to misuse, misuse, modification, or involuntary transfer. If we pay any expense, including title, taxes, fees, or charges on the vehicle, you agree to repay the amount when we ask for it.
3. Security Interest. You give us a security interest in:
 - The vehicle and all parts or goods put on it.
 - All money or goods received (proceeds) for the vehicle.
 - All insurance, maintenance, service, or other contracts we finance for you and
 - All proceeds from insurance, maintenance, service, or other contracts we finance for you. This includes any returns of premiums or charges from the contracts.This security interest is all you own on this contract. It also secures your other agreements in this contract. You will make sure the title shows our security interest (lien) in the vehicle.
4. Insurance. You agree to have physical damage insurance covering less of or damage to the vehicle for the term of this contract. The insurance must cover our interest in the vehicle. If you do not have this insurance, we may let us choose physical damage insurance. If we decide to buy physical damage insurance, we may either buy insurance that covers your interest and our interest in the vehicle, or buy insurance that covers only our interest. If we buy our type of insurance, we will tell you when and how to pay for it. You must pay the charge will be the premium of the insurance and a finance charge at the higher rate the law permits. If the vehicle is lost or damaged, you agree that we may take any insurance settlement to reduce what you owe or repair the vehicle.
5. What happens to insurance, maintenance, service, or other contract charges. If we obtain a return of insurance, maintenance, service, or other contract charges, you agree that we may subtract the refund from what you owe.

IF YOU PAY LATE OR BREAK YOUR OTHER PROMISES

1. You may owe late charges. You will pay a late charge or cash late payment as shown on the first. Acceptance of a late payment or cash late charge does not excuse your late payment or mean that you may keep making late payments.

Seller's Right to Cancel

1. Seller agrees to deliver the vehicle to you at the date this contract is signed by Seller and you. You understand that it may take a few days for Seller to verify your credit, locate financing for you on the asset terms shown on the front of this contract, and assign this contract to a financial institution. You agree that Seller has a number of days shown on the front of this contract to assign this contract. You agree that if Seller is unable to assign this contract within the time period to any one of the financial institutions with whom Seller regularly does business under an assignment acceptable to Seller, Seller may cancel this contract. Seller's right to cancel this contract ends upon assignment of this contract.
2. If Seller starts to cancel per Paragraph 1 above, Seller will give you written notice for any other reason in which actual notice is given to you. In that event, you may have the option of negotiating and signing a new contract with different financing terms (for example, a larger down payment, a higher annual percentage rate, a required cash payment, etc.) or you may pay with alternate funds arranged by you. Upon receipt of the notice of cancellation, you must return the vehicle to Seller within 48 hours of the time Seller gives you the notice and return any reasonable wear for the time you had it. Except as described below, Seller must give you back all consideration Seller has received from you in connection with this contract.
3. If you do not tell us in the vehicle within 48 hours after receipt of the notice of cancellation, you agree that Seller may use any funds we have to sell it back (including reasonable wear of 1000 miles) and you will be liable for all expenses incurred by Seller in taking the vehicle from you, including reasonable attorney's fees. If you fail to return the vehicle within 48 hours after receipt of the notice of cancellation, you agree to pay Seller the charge shown in the Seller's Right to Cancel provision on the front of this contract for each day you do not return the vehicle after receipt of the notice of cancellation.
4. While the vehicle is in your possession, all terms of this contract, including those relating to use of the vehicle and insurance for the vehicle, are in full force and you assume all risk of loss or damage to the vehicle. You must pay all reasonable costs for repair of any damage done to the vehicle while it is in your possession. Seller may deduct from any consideration due to you under paragraph 3 above Seller's reasonable costs to repair the vehicle and any daily charge you incur if you fail to return the vehicle within 48 hours after receipt of the notice of cancellation. If Seller cancels this contract, the terms of this Seller's Right to Cancel provision (including those on the front of this contract) remain in effect even after you no longer have possession of the vehicle.

NOTICE: ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS THEREOF. RECOVERY AVAILABLE BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.

The preceding NOTICE applies only to goods or services obtained primarily for personal, family or household use. In other cases, Buyer will assert against any claimant holder or assignee of this contract any claims or defenses the Buyer properly may have against the Seller, or against the manufacturer of the vehicle or equipment obtained under this contract.

ARBITRATION PROVISION
PLEASE REVIEW - IMPORTANT - AFFECTS YOUR LEGAL RIGHTS
1. EITHER YOU OR WE MAY CHOOSE TO HAVE ANY DISPUTE BETWEEN US RESOLVED BY ARBITRATION AND NOT IN COURT OR BY JURY TRIAL.
2. IF A DISPUTE IS ARBITRATED, YOU WILL GIVE UP YOUR RIGHT TO PARTICIPATE AS A CLASS REPRESENTATIVE OR CLASS MEMBER ON ANY CLASS ACTION YOU MAY HAVE AGAINST US INCLUDING ANY RIGHT TO CLASS ARBITRATION OR ANY CONSOLIDATION OF INDIVIDUAL ARBITRATIONS.
3. DISCOUNT AND RIGHTS TO APPEAL. IN ARBITRATION ARE GENERALLY MORE LIMITED THAN IN A LAWSUIT, AND OTHER RIGHTS THAT YOU AND WE COULD HAVE IN COURT MAY NOT BE AVAILABLE IN ARBITRATION.
Any claim or dispute, whether in contract, tort, statute or otherwise (including the interpretation and scope of this Arbitration Provision, and the enforceability of the claim or dispute), and all of our employees, agents, successors or assigns, including all of us or relative to your credit or other financial obligations, purchase or condition of this vehicle, this contract or any other transaction or relationship, including any such relationship with third parties who do not buy this contract, shall be resolved by arbitration, not by court. This Arbitration Provision shall not apply to such claim or dispute. Any claim or dispute to be arbitrated by a single arbitrator on an individual basis and not as a class action. You expressly waive any right you may have to arbitrate a class action. You may choose the American Arbitration Association, 1333 Avenue of the Americas, New York, New York 10105, or any other organization to conduct the arbitration subject to our approval. You may get a copy of the rules of an arbitration organization by contacting the organization or visiting its website. Arbitration shall be administered by the nearest judge in the applicable state. The procedure shall apply governing arbitrations by law and the applicable rules of procedure. The arbitration hearing shall be conducted in the federal district in which you reside or where the Seller-Creditor is located or where the claim or dispute is to be heard. The federal district in which the arbitration hearing shall be held shall be the place of arbitration, service of process, and venue for the arbitration hearing. The amount we pay may be distributed in whole or in part by decision of the arbitrator. If the arbitrator finds that any of your claims in this contract are not enforceable, the arbitrator shall be responsible for recovery of any such claim, unless waived by the arbitrator under applicable law. If the dispute arbitration organization rules conflict with the Arbitration Provision, then the provisions of this Arbitration Provision shall control. Any arbitration under this Arbitration Provision shall be governed by the Federal Arbitration Act (9 U.S.C. 1 et seq.) and not by any state law concerning arbitration. Any award by the arbitrator shall be in writing and will be final and binding on all parties, subject to any limited right to appeal under the Federal Arbitration Act.
You and we retain the right to seek remedies to small claims court for disputes or claims which shall court by addition, unless such action is transferred to arbitration as provided in this contract. This right to seek remedies to small claims court shall not be waived by the right to arbitrate, or by the right to recover the vehicle, or to recover a deficiency balance, or for individual judgment. Any claim having jurisdiction may only be brought in the arbitrator's court. This Arbitration Provision is not intended to limit or restrict your rights to seek remedies to small claims court. Any waiver of class action rights is deemed to be unenforceable for any reason, the remedy shall remain enforceable. If a waiver of class action rights is deemed to be unenforceable for any reason in a case in which class action remedies have been made, the remainder of this Arbitration Provision shall be unenforceable.

POWER OF ATTORNEY

STATE OF North Carolina

COUNTY OF Guilford

KNOW ALL MEN BY THESE PRESENTS, that Branch Banking and Trust Co. of the County of Guilford State of North Carolina, has made, constituted and appointed and by these presents does make, constitute and appoint CSC Logic, Inc., as attorney-in-fact and in the name of Branch Banking and Trust Co., place and stead, to have the power to endorse all checks and drafts and perform all acts necessary to perform its duties as Servicer under previously executed loan servicing agreement(s) dated as of December 19th, 2014.

The said attorney-in-fact shall have no other powers not given in said loan servicing agreements.

IN WITNESS WHEREOF, this special power of attorney is signed this 19th day of December, 2014.

Signed By:
Title:

Derek K. Lane
EXECUTIVE VICE PRESIDENT

ACKNOWLEDGEMENT

STATE OF North Carolina

COUNTY OF Guilford

BEFORE ME, the undersigned authority, in and for said county and state, on this day personally appeared Derek K. Lane, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she is authorized to execute the same on behalf of Branch Banking and Trust Co., a corporation, for the purposes and consideration therein expressed and in the capacity stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 19th day of December, 2014. My Commission Expires: February 27, 2018

Wanda S. Clark Notary Public in and for the State of North Carolina.

